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4 BILL NO. S-75-09-05.

5 SPECIAL ORDINANCE NO. S- 188-75.

6 AN ORDINANCE approving a contract with LAWN &
7 TURF for landscaping Fine Arts Parking Lot,
8 Resolution 5691-1975

9 BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT
10 WAYNE, INDIANA:

11 SECTION 1. That the contract August 25, 1975, between the City of
12 Fort Wayne, by and through its Mayor and the Board of Public Works and
13 LAWN & TURF, for:

14 Landscaping of Fine Arts Plaza - Resolution 5691-1975
15 for a total cost of \$24,463.31, all as more specifically set forth in said contract
16 which is on file in the Office of the Board of Public Works, and is by reference
17 incorporated herein, made a part hereof and is hereby in all things ratified,
18 confirmed and approved.

19
20 SECTION 2. This Ordinance shall be in full force and effect from
21 and after its passage and approval by the Mayor.

22
23 Eugene Kraus
24 Councilman

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34 APPROVED AS TO FORM
35 AND LEGALITY, _____

John H. Loggins
City Attorney
Attorney for Common Council
City of Fort Wayne

Read the first time in full and on motion by Moses, seconded by Hinga, and duly adopted, read the second time by title and referred to the Committee on Public Works (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on _____, the _____ day of _____, 197_____, at _____ o'clock P.M., E.S.T.

Date: 9-9-75

Charles W. Westerman
CITY CLERK

Read the third time in full and on motion by Moses, seconded by Hinga, and duly adopted, placed on its passage. Passed (~~LOST~~) by the following vote:

	AYES	NAYS	ABSTAINED	ABSENT	TO-WIT
TOTAL VOTES	<u>9</u>				
BURNS	<u>✓</u>				
HINGA	<u>✓</u>				
KRAUS	<u>✓</u>				
MOSES	<u>✓</u>				
NUCKOLS	<u>✓</u>				
SCHMIDT, D.	<u>✓</u>				
SCHMIDT, V.	<u>✓</u>				
STIER	<u>✓</u>				
TALARICO	<u>✓</u>				

DATE: 9/23/75

Charles W. Westerman
CITY CLERK
Melvin G. Shanks, Chief Deputy

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (Zoning Map) (General) (Annexation) (Special) (Appropriation) Ordinance (Resolution) No. 2188-75 on the 23rd day of September, 1975.

ATTEST:

(SEAL)

Charles W. Westerman
CITY CLERK

James Stier
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 24th day of September, 1975, at the hour of 10:20 o'clock A. M., E.S.T.

Charles W. Westerman
CITY CLERK

Approved and signed by me this 25th day of September, 1975, at the hour of 1:00 o'clock P. M., E.S.T.

Joe A. Lutz
MAYOR

Bill No. S-75-09-05

REPORT OF THE COMMITTEE ON PUBLIC WORKS

We, your Committee on Public Works to whom was referred an Ordinance
approving a contract with LAWN & TURF for landscaping Fine Arts Parking
Lot, Resolution 569]-1975

have had said Ordinance under consideration and beg leave to report back to the Common
Council that said Ordinance DO PASS.

Winfield C. Moses, Jr. - Chairman

Eugene Kraus, Jr. - Vice-Chairman

William Hinga

John Huckols

Donald J. Schmidt

Winfield C. Moses, Jr.
Eugene Kraus, Jr.
William T. Hinga
John Huckols

DATE 9-23-75 CONCURRED IN
CHARLES W. WESTERMAN, CITY CLERK



THE CITY OF FORT WAYNE
board of public works

June 9, 1975

The Common Council
Fort Wayne, Indiana

Gentlemen & Mrs. Schmidt:

Contracts have been let for the improvement of the Fine Arts Parking Lot project as follows:

Bid I	- General Construction - Hipskind Asphalt	\$124,626.80
Bid II	- Landscaping - Lawn & Turf	\$ 24,463.31
Bid III	- Irrigation - Irrigation Design & Installation	\$ 7,900.00

Due to the urgency for permitting the contractors to proceed, the Board of Works requests a "Prior Approval" of the awards.

Copy of Bid Tabulation is attached.

A Special Ordinance will be submitted for formal approval as soon as contracts are processed.

EXPLANATION:

According to Agreement between the City and the Fine Arts Foundation, the Fine Arts shall advance \$50,000 to the City as their preliminary payment on this project. The balance plus 6% simple interest shall be reimbursed to the City from revenues derived by Fine Arts from parking meters and lease parking.

Sincerely,

BOARD OF PUBLIC WORKS

Carl E. O'Neal

/bt

Attachment
cc: Mayor

Carl E. O'Neal
June 10, 1975

The Common Council

Page 2

June 9, 1975

Fine Arts Parking Lot "Prior Approval"

APPROVED:

Lawrence W. Jones William T. King James D. Stue
905 Schmidt Paul J. Brown Christine Schmidt
Samuel J. Plaine Eugene Krasel

MEMBERS OF THE COMMON COUNCIL

ATTEST:

Charles B. Westerman
City Clerk

PROJECT FINE ARTS PLAZA CONSTRUCTION BID ANALYSIS SHEET

DATE _____ RES. NO. 5691-1975

MATERIAL

OFFICE OF CITY ENGINEER
FORT WAYNE INDIANA

CONTRACTORS			ESTIMATE	EXTENSION	LAWN & TURF LANDSCAPING		EWING NURSERY & LANDSCAPING		EXTERIOR DESIGNING		PLANTATION SUPPLY CO.	
STREETS—ALLEYS—SIDEWALKS QUAN UNIT	MATERIAL				UNIT BID	TOTAL BID	UNIT BID	TOTAL BID	UNIT BID	TOTAL BID	UNIT BID	TOTAL BID
2	2 1/2" DIA. BIB	BRADFORD PEAR	117.00	234.00	105.00	210.00	64.00	128.00	120.00	240.00	100.89	201.78
5	6-8" CLUMP BIB	CHINESE DOGWOOD	36.00	180.00	46.63	203.15	26.00	130.00	16.00	80.00	29.93	149.93
10	3-4' 5 GAL	FIRETHORNE	14.50	145.00	12.50	125.00	8.50	85.00	30.00	300.00	12.14	121.49
7	7-8' BIB	AUSTRIAN PINE	120.00	840.00	100.00	700.00	51.50	360.50	60.00	420.00	110.85	775.93
12	5-6' BIB	AUSTRIAN PINE	69.00	828.00	75.00	900.00	36.50	438.00	40.00	480.00	49.59	595.05
2	4-5" DIA. BIB	RED OAK (APPROX. 20' HIGH)	270.00	540.00	150.00	300.00	270.00	540.00	250.00	500.00	273.60	547.20
3	4-5" DIA. BIB	PIN OAK (APPROX. 20' HIGH)	270.00	810.00	150.00	450.00	270.00	810.00	250.00	750.00	230.85	692.55
3	4-5" DIA. BIB	NORWAY MAPLE (APPROX. 20' HIGH)	270.00	810.00	150.00	450.00	270.00	810.00	250.00	750.00	184.64	553.92
5	7-8' BIB	PINK FLOWERING CRAB	45.00	225.00	42.50	212.50	22.50	112.50	50.00	250.00	29.07	145.35
3	6-8" CLUMP BIB	WHITE FLOWERING DOGWOOD	45.00	135.00	40.00	120.00	19.50	58.50	30.00	90.00	42.75	128.25
13	21-32" BIB	RED-YELLOW-ORANGE AZALEA	20.65	268.45	37.50	487.50	12.50	175.50	25.00	325.00	21.38	277.88
9	2 1/2-3" BIB	ROSE PINK RHODODENDRON	28.80	259.20	46.25	416.25	16.50	148.50	25.00	225.00	37.62	338.58
1300	2 1/2" R.C.	PURPLE LEAF WINTER CREEPER	0.30	390.00	0.47	611.00	0.15	195.00	0.50	650.00	0.43	555.75
14	2-2 1/2" DIA. BIB	THORNLESS LOCUST	130.50	1827.00	75.00	1050.00	72.00	1008.00	80.00	1120.00	73.30	1045.30
18	1 1/2-2' BIB	UPRIGHT EVONYMUS	14.25	256.50	12.50	225.00	7.50	135.00	7.00	126.00	9.66	172.91
11	3-4' BIB	PURPLE SAILCHERRY	15.75	173.25	15.00	165.00	9.00	105.00	16.00	176.00	16.59	182.45
25	3-4' BIB	WINGED EVONYMUS	16.50	412.50	13.75	343.75	7.00	240.00	10.00	250.00	20.50	510.00
22	2' 5 GAL	BLUE JUNIPER	14.50	319.00	13.75	302.50	8.50	187.00	12.00	264.00	9.75	214.50
19	3-10' BIB	WHITE FLOWERING HAWTHORNE	88.50	1061.50	45.00	855.00	44.50	845.50	60.00	1140.00	72.68	1280.68
129	1 1/2-2" BIB	DENSE JAPANESE YEW	16.50	2128.50	26.00	3354.00	10.75	1386.75	16.00	2064.00	15.39	1985.31
8	2-2 1/2" BIB	COLUMBIA JAPANESE YEW	18.75	150.00	14.27	114.96	12.80	102.40	16.00	128.00	14.96	119.76
4	2-10' BIB	PINK FLOWERING HAWTHORNE	88.50	274.50	58.75	528.75	44.00	400.00	60.00	540.00	59.84	538.80

129	1 1/2' x 1/8"	DENSE JAPANESE YEW	16.50	2128.50	26.00	2354.00	10.75	1386.75	16.00	2064.00	15.39	1985.31
8	2-2 1/2' BIR	COLUMNAR JAPANESE YEW	18.75	150.00	14.27	114.96	12.80	102.40	14.00	128.00	14.96	119.70
4	8-10'	PINK FLOWERING HAWTHORNE	88.50	796.50	58.75	528.75	44.50	400.50	60.00	540.00	59.84	538.56
20	4-5' BIR	NANNY BERRY	16.50	330.00	6.25	125.00	10.00	200.00	15.00	300.00	8.21	164.20
10	4-5' BIR	YELLOW FORSYTHIA	16.50	165.00	4.00	40.00	8.00	80.00	9.00	90.00	5.99	59.90
7	2-10' SLUMP BIR	RIVER BIRCH	52.50	367.50	25.00	175.00	36.00	252.00	75.00	525.00	59.42	415.91
1500	lbs.	ORGANIC COMPOST	0.075	112.50	0.05	75.00	0.045	67.50	0.20	300.00	1.81	2715.00
10	lbs.	RAPID-GRO-SOLUBLE N	2.40	24.00	1.39	13.90	1.44	14.50	5.00	50.00	9.95	99.50
5	PINTS	MALATHION #50										
		INSECTICIDE/FUNGICIDE	6.76	31.90	4.67	23.45	4.93	24.90	15.00	75.00	3.50	17.50
105	cu. ft.	REDWOOD BARK CHIPS (MLD)	1.75	183.75	1.17	122.85	1.30	136.50	2.00	210.00	2.81	295.05
120	cu. ft.	PEAT MOSS (SPHAGNUM FINE)	2.133	256.00	1.50	180.00	1.60	192.00	2.00	240.00	6.00	720.00
1225	cu. ft.	PAYGRO MULCH										
		(SHREDDED HARDWOOD BARK)	1.31	1604.75	0.17	208.25	1.00	1225.00	1.00	1225.00	4.70	5757.50
150	lbs.	PRE-EMERGENCE HERBICIDE	1.00	150.00	0.03	4.50	0.52	78.00	2.00	300.00	0.64	96.00
40	EACH	RAILROAD TIES (8'x8")	8.50	340.00	7.50	300.00	7.50	300.00	12.00	480.00	6.85	274.00
1	LUMP SUM	LABOR	6000.00	6000.00		1044.00		6680.00		8000.00		14220.40
1100	tons	TOP SOIL (BROWN LOAM)	4.80	5280.00	5.10	5610.00	5.15	5665.00	4.25	4675.00	4.50	4950.00
3500	Sq. Yds.	WINDSOR BLUEGRASS										
		2-YEAR TURF (incl.										
		200 lbs. 23-7-7 FERTILIZER)		5075.00	1.25	4375.00	0.95	3325.00	0.60	2100.00	0.77	2643.50
												2679.00
TOTAL				33,329.20		24,421.31		26,441.65				43771.46
						24,463.31		26,642.55		29,438.00		35,598.52

62-230-10 9/27/75

CONTRACT

This Agreement, made and entered into this 25 day of August, 19 75

by and between LAWN AND TURF LANDSCAPING, INC.

hereinafter called "Contractor" and the City of Fort Wayne, Indiana, a municipal corporation, herein after called "City," under and by virtue of an act of the General Assembly of the State of Indiana, entitled "An Act Concerning Municipal Corporations," approved March 6, 1905, and all amendatory and supplementary acts thereto, WITNESSETH: That the Contractor covenants and agrees to im prove Res. No. 5691 - 1975, for Fine Arts Plaza Construction - Bid #2 - Landscaping (all in accordance with plans and specifications attached).

by grading and paving the roadway to a width of _____ feet with _____

upon a foundation and with curbing as fully set out in the specifications hereinafter referred to, in a good and workmanlike manner and to the entire satisfaction of said City, in accordance with Improve-

ment Resolution No. 5691-1975 and at the following prices per item as follows:

at the following prices:

2 1/2" diameter B & B Bradford Pear	One hundred five dollars and no cents, per each	105.00
6-8' clump B & B Chinese Dogwood	Forty dollars and sixty three cents, per each	40.63
3-4' 5 gallon Firethorne	Twelve dollars and fifty cents, per each	12.50
7-8' B & B Austrian Pine	One hundred dollars and no cents, per each	100.00
5-6' B & B Austrian Pine	Seventy five dollars and no cents, per each	75.00
4-5" diameter B & B Red Oak (approx. 20' high)	One hundred fifty dollars and no cents, per each	150.00
4-5" diameter B & B Pin Oak (approx. 20' high)	One hundred fifty dollars and no cents, per each	150.00
4-5" diameter B & B Norway Maple (approx. 20' high)	One hundred fifty dollars and no cents, per each	150.00
7-8' B & B Pink Flowering Crab	Forty two dollars and fifty cents, per each	42.50
6-8' clump B & B White Flowering Dogwood	Forty dollars and no cents, per each	40.00
24-30" B & B Red- Yellow-Orange Azalea	Thirty Seven dollars and fifty cents, per each	37.50
2 1/2-3' B & B Rose Pink Rhododendron	Forty six dollars and twenty five cents, per each	46.25
2 1/2" B. C. Purple Leaf	Forty seven cents, per each	.47

4-5" diameter B & B Red Oak (approx. 20' high)	One hundred fifty dollars and no cents, per each	150.00
4-5" diameter B & B Pin Oak (approx. 20' high)	One hundred fifty dollars and no cents, per each	150.00
4-5" diameter B & B Norway Maple (approx. 20' high)	One hundred fifty dollars and no cents, per each	150.00
7-8' B & B Pink Flowering Crab	Forty two dollars and fifty cents, per each	42.50
6-8' clump B & B White Flowering Dogwood	Forty dollars and no cents, per each	40.00
24-30" B & B Red- Yellow-Orange Azalea	Thirty Seven dollars and fifty cents, per each	37.50
2½-3' B & B Rose Pink Rhododendron	Forty six dollars and twenty five cents, per each	46.25
2½" R. C. Purple Leaf Winter Creeper	Forty seven cents, per each	.47
2-2½" diameter B & B Thornless Locust	Seventy five dollars and no cents, per each	75.00
1½-2' B & B Upright Evonymus	Twelve dollars and fifty cents, per each	12.50
3-4' B & B Purple Sandcherry	Fifteen dollars and no cents, per each	15.00
3-4' B & B Winged Evonymus	Thirteen dollars and seventy five cents, per each	13.75
2' 5 gallon Blue Juniper	Thirteen dollars and seventy five cents, per each	13.75
8-10' B & B White Flowering Hawthorne	Forty Five dollars and no cents, per each	45.00
1½-2' B & B Dense Japanese Yew	Twenty six dollars and no cents, per each	26.00
2-2½' B & B Columnar Japanese Yew	Fourteen dollars and thirty seven cents, per each	14.37
8-10' Pink Flowering Hawthorne	Fifty eight dollars and seventy five cents, per each	58.75

4-5' B & B Nanny Berry	Six dollars and twenty five cents, per each	6.25
4-5' B & B Yellow Forsythia	Four dollars and no cents, per each	4.00
8-10' clump B & B River Birch	Twenty five dollars and no cents, per each	25.00
Organic Compost	Five cents, per pound	.05
Rapid-Gro Soluble Nitrogen	One dollar and thirty nine cents, per pound	1.39
Malathion #50 Insecticide/ Fungicide	Four dollars and sixty nine cents, per pint	4.69
Redwood Bark Chips (Med.)	One dollar and seventeen cents, per cubic foot	1.17
Peat Moss (Sphagnum-Fine)	One dollar and fifty cents, per cubic foot	1.50
Paygro Mulch (Shredder Hardwood Bark)	Seventeen cents, per cubic foot	.17
Pre-Emergence Herbicide	Thirty one cents, per pound	.31
Railroad Ties (8' x 8")	Seven dollars and fifty cents, per each	7.50
Labor	One thousand forty four dollars and no cents, per lump sum	1,044.00
Top Soil (Brown Loam)	Five dollars and ten cents, per ton	5.10
Windsor Bluegrass - 2 year Turf (incl. 200 Lbs. - 7-7 Fertilizer)	One dollar and twenty five	1.25

The excavation of all tree wells is to be done by the general contractor.

The Contractor will furnish immediately a certificate from the Industrial Board of the State of Indiana, that he has complied with Sections 5, 68, 69 of the Workmen's Compensation Act, approved March 14, 1929, in accordance with Section 14 of the Compensation Act (Acts 1929, page 545, being Section 9459 of Burns Annotated Statutes, Volume IV). (Section 40-1214 Burns Annotated 1952 Revision - Volume VIII).

A copy of General Ordinance No. G-60-66, concerning discriminating in employment under municipal contracts, is attached and incorporated herein by reference.

The Contractor hereby expressly agrees to perform all the work in the prosecution of the above described improvement according to the terms and conditions of Improvement Resolution No. _____ the plans, profiles, specifications and the contractor's bid therefor on file in the office of the Department of Public Works of said City, which said resolution, profile, plans and specifications are made a part of this contract as fully and effectually as if copied herein at full length, (copies of which are attached hereto).

It is hereby agreed that no assignment of this contract shall be made without the written consent of the City; said Contractor hereby covenants and agrees that said improvement shall be finally and in all respects completed on or before September 1, 1975 and the Contractor agrees to pay and give to the City, as liquidated damages, the sum of \$25.00 for each and every day after said _____ date, 19____ until said work is finally completed and ready for acceptance by the City. It being also understood that in event of any conflict between this contract and the specifications, that the former shall be considered to contain the intention of the parties hereto.

It is further agreed by and between said parties, that the acceptance of the work provided for in this contract, or the payment therefor, for the whole or a part, shall not constitute a waiver on the part of the City of any of the provisions of the contract, nor shall it release said Contractor, or the sureties upon its bond for the faithful performance thereof, nor shall the acceptance be even prima facie evidence of the performance of any provisions of such contract except to the extent of entitling said Contractor to receive the price therefor. It is further understood that the failure of the City to exercise its right of inspection or rejection of material and work, or the exercise of such right shall not in any sense be considered an acceptance of any part of said work or material.

The Contractor further contracts and agrees that in the prosecution of said work all proper skill and care will be exercised, that said party will properly and fully guard all excavations and dangerous places, and will use all due and proper precautions to prevent injury to any property, person and persons, what or whomsoever. That for and during the period of the making of such improvement, and the period for which the same is to be maintained and kept in repair by the Contractor, the City shall be saved harmless from any and all liability whatsoever growing out of any injury or damage to property or persons because of any neglect or fault of the said Contractor, its agents or employees, in the execution of this contract or any matter connected therewith or related thereto and to pay any judgment with costs which may be obtained against said City, growing out of any such injury or damage.

To each of the conditions and stipulations in this contract, the undersigned bind themselves, their successors and assigns.

IN WITNESS WHEREOF, we the foregoing named parties hereunto set our hands this _____

day of _____, 19____

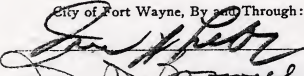
LAWN AND TURF LANDSCAPING, INC.

BY: _____

ITS: _____

Contractor, Party of the First Part.

City of Fort Wayne, By and Through:



Cecil E. O'Neal

Betty Ann Dault

Its Board of Public Works and Mayor. AUG 25 1975

- * The completion date of September 1, 1975 is applicable to all items excepting large trees, which trees are to be planted no later than October 15, 1975. The completion date of September 1, 1975 will be applicable if the construction schedule for bringing in topsoil begins on July 23, 1975. This schedule was approved by the Project Engineer. If the general contractor does not follow the approved schedule, the deadline of September 1, 1975 will not apply.



IMPROVEMENT RESOLUTION #5691-1975

FINE ARTS PLAZA CONSTRUCTION

WHEREAS, the Board of Public Works of the City of Fort Wayne, Indiana entered into an agreement with the Fort Wayne Fine Arts Foundation, Inc. covering construction and maintenance of the Fine Arts Plaza, and

WHEREAS, said agreement covers the property owned by Fort Wayne Fine Arts Foundation, Inc. bounded by Lafayette Street, Main Street, Barr Street Extended and the Norfolk & Western Railroad Elevation, and

WHEREAS, the Board of Public Works has caused to be prepared engineering plans and specifications for the construction of said plaza, and

WHEREAS, the Board of Public Works desires to obtain bids for said work.

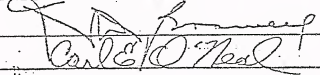
NOW, THEREFORE, be it resolved by the Board of Public Works that bids shall be received for the following contracts:

1. All excavation, drainage, catch basins and sewer pipe, grading, paving, curbing and labor for installation of lighting. Parking stall striping shall be included as a deductive alternative.
2. All labor and materials necessary for the landscaping, including top soil, shrubs, trees, grass, etc. pursuant to plans and specifications.
3. All labor and materials necessary for the irrigation system as shown on plans and specifications.


It is hereby found by said Board of Public Works that no special assessment will accrue to any property owner adjoining said improvement. The cost of said improvement shall be paid as providing for in the agreement between this Board and the Fort Wayne Fine Arts Foundation, Inc.

Adopted this 21 day of May, 1975.

BOARD OF PUBLIC WORKS



ATTEST:



Clerk



GUARANTY BOND

Know All Men by These Presents, That we -----

-----LAWN AND TURF LANDSCAPING, INC.----- Contractors

as principal, and AMERICAN STATES INSURANCE COMPANY of Indianapolis, Indiana-----

----- as surety

are held and firmly bound to the City of Fort Wayne, Indiana, in the sum of Twenty Four

Thousand Four Hundred Sixty Three Dollars and Thirty One Cents-----

----- (\$24,463.31)

for the payment of which well and truly to be made we jointly and severally bind ourselves, our heirs, executors, administrators and assigns firmly by these presents.

The conditions of the above obligation are, that whereas the said-----

-----LAWN AND TURF LANDSCAPING, INC.-----

did on the----- day of-----

-----, enter into a contract with the City of Fort Wayne to construct a

Pavement

----- \$XXXXXXX Res. No. 5691-1975, for Fine

Arts Plaza Construction - Bid #2 - Landscaping (all in accordance with plans and specifications attached).

----- according to certain plans and specifications, and
for a period of one (1) year

also warranting and guaranteeing the work, material and condition of the pavement thereof as provided
in aforesaid contract and specifications. Now if the said-----

LAWN AND TURF LANDSCAPING, INC.----- shall faithfully perform and fulfill all the require-

ments of said warranty and guaranty, and make all repairs required under said guarantee, and in the
manner provided for, then this bond to be null and void, otherwise to be in full force and effect.

WITNESS our hands and seals this 14th day of July 1975

AMERICAN STATES INSURANCE COMPANY

By: Gerald C. Kramer
Gerald C. Kramer
Attorney-in-fact

LAWN AND TURF LANDSCAPING, INC. (SEAL)

By: Clay Denig (SEAL)

ITS:----- (SEAL)

Approved this 25th day of August, 1975

Carl E. O'Neal
Raymond L. Gault
Board of Public Works.

LIABILITY BOND

Know All Men by These Presents, That we _____

LAWN AND TURF LANDSCAPING, INC.

as principal, and AMERICAN STATES INSURANCE COMPANY of INDIANAPOLIS, INDIANA _____

as surety, are held and firmly bound to the City of Fort Wayne, Indiana, in the sum of Twenty Four

Thousand Four Hundred Sixty Three Dollars and Thirty One Cents-----

for the payment of which well and truly to be made we jointly and severally bind ourselves, our heirs, executors, administrators and assigns firmly by these presents.

(\$ 24,463.31)

The conditions of the above obligation are such, that if the above named party of the first part shall

faithfully comply with the foregoing contract made and entered into the 14th

day of July, 1975, with the City of Fort Wayne, Indiana, and shall faithfully fulfill all the conditions and stipulations therein contained, except the warranty and guaranty of the pavement as to the workmanship, material and conditions for the period of three(3) years, according to the true intent and meaning thereof in all respects, then this obligation to be void, otherwise to be and remain in full force and virtue in law and in the event the said City shall extend the time for the completion of said work, such extension shall not in any way release the sureties on this bond.

WITNESS our hands and seals this 18 day of AUGUST

AMERICAN STATES INSURANCE COMPANY

LAWN AND TURF LANDSCAPING, INC. (SEAL)

By: Gerald C. Kramer
Gerald C. Kramer,
Attorney-in-Fact

BY: Erw Denig (SEAL)

ITS: _____ (SEAL)

(SEAL)

Approved this 25 day of August, 1975

Carl E. O'Neal
Betty Ann Hault

Board of Public Works.

COMPLETED IN STREET ENGINEERING OFFICE

JUNE 16, 1975

IN RE:

WAGE SCALE

CODE: S-SKILLED
 SS-SEMI SKILLED
 US-UNSKILLED
 IF-INDUSTRIAL FUND
 PW-PER WEEK

We, the undersigned committee, being appointed to prepare a schedule of the prevailing wages to be paid in connection with, ALL CONSTRUCTION AND MAINTENANCE PROJECTS TO BE AWARDED BY CONTRACT FOR THE BOARD OF WORKS, CITY OF FT. WAYNE, INDIANA DURING THE MONTHS OF APRIL, MAY AND JUNE, 1975.

In compliance with the provisions of CHAPTER § 319 of the acts of the GENERAL ASSEMBLY of INDIANA, 1935, have established a schedule as hereinafter set forth for the following trades to wit;

TRADES OR OCCUPATION

ASBESTOS WORKER

BOILERMAKER

BRICKLAYER

CARPENTER (BUILDING)
(HIGHWAY)

CEMENT MASON

ELECTRICIAN

ELEVATOR CONSTRUCTOR

GLAZIER

IRON WORKER

LABORER (BUILDING)
(HIGHWAY)
(SEWER)

LATHER

MILLWRIGHT & PILEDRIVER

OPERATING ENGINEER (BUILDING)
(HIGHWAY)
(SEWER)

PAINTER

PLASTERER

PLUMBER & STEAMFITTER

MOSAIC & TERRAZZO GRINDER

ROOFER

SHEETMETAL WORKER

TEAMSTER (BUILDING)
(HIGHWAY)

CLASS	RATE PER HR.	PAW	PEN	VAC	APP.	MISC.
S	9.95	35c	55c			3if
S	10.05	50	1.00		1c	
S	8.89	30	25		1	
S	8.31		6%		4	2if
S	9.01	47	40		5	2if
S	8.30	40				
S	9.10	30	17,130		4	
S	8.77	44½	29	7%	2	
S	8.24	12		25	4	35Cholida
S	9.70	55	65		1	
S-SS						
US	5.95-6.25	35	30		7	
S-US-SS	5.90-6.05	35	30		7	
S-US-SS	6.25-7.33	35	30		7	
S	8.20		25		1	3if
S	8.64		6%		4	2if
S-SS						
US	6.75-9.15	40	40		5	
S-SS-US	6.61-8.30	30	30		5	
S-SS-US	7.07-9.27	40	40		5	
S	7.49-8.49	32	25		7	
S	7.91	40				
S	9.20	30	65		7	4if
S	6.65-8.50					
S	8.40		10			
S	9.19	35	30		4	9if
S-SS						
US	6.68-7.63	16pw	17pw			
S-SS-US	6.56-7.16	16pw	17pw			

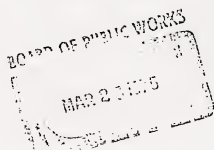
IF ANY CLASSIFICATIONS ARE OMITTED IN THE ABOVE SCHEDULE, THE PREVAILING WAGE SCALE SHALL BE PAID. The above and foregoing shall be the minimum prevailing wage scale for this project as set by the wage scale committee, but in no way shall it prevent the contractor or sub-contractor from paying a higher rate of wages than set out in the schedule of wages on file.

DATED THIS 21st DAY OF March, 1975

Walter T. H. Allen
 REPRESENTING GOVERNOR, STATE OF INDIANA

Charles E. Gendall
 REPRESENTING THE AWARDED AGENT.

Jack M. Allen
 REPRESENTING STATE A.F.L. & C.I.O.



AMERICAN STATES INSURANCE COMPANY

INDIANAPOLIS, INDIANA

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That LAWN AND TURF LANDSCAPING, INC., 6136 Winchester Road, Fort Wayne, Indiana 46809
as Principal, hereinafter called Principal, and AMERICAN STATES INSURANCE COMPANY, a corporation of the state
of Indiana, with its home office in the City of Indianapolis, Indiana, U.S.A., as Surety, hereinafter called Surety, are

held and firmly bound unto BOARD OF PUBLIC WORKS, CITY OF FORT WAYNE, #1 Main Street,
Fort Wayne, Indiana 46802

as Obligee, hereinafter called Obligee, in the amount of Twenty Four Thousand Four Hundred Twenty
One and 31/100 Dollars (\$ 24,421.31),

for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors
and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has by written agreement dated entered into
a contract with Obligee for Fine Arts Plaza Construction Resolution 5691

which contract is by reference made a part hereof, and is hereinafter referred to as the contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, That, if Principal shall
promptly and faithfully perform said contract, then this obligation shall be null and void; otherwise it shall
remain in full force and effect.

Whenever Principal shall be, and be declared by Obligee to be in default under the contract, the Obligee
having performed Obligee's obligations thereunder:

- (1) Surety may promptly remedy the default subject to the provisions of paragraph 3 herein, or;
- (2) Obligee after reasonable notice to Surety may, or Surety upon demand of Obligee may arrange for the
performance of Principal's obligation under the contract subject to the provisions of paragraph 3 herein;
- (3) The balance of the contract price, as defined below, shall be credited against the reasonable cost of
completing performance of the contract. If completed by the Obligee, and the reasonable cost exceeds
the balance of the contract price, the Surety shall pay to the Obligee such excess, but in no event shall the
aggregate liability of the Surety exceed the amount of this bond. If the Surety arranges completion or
remedies the default, that portion of the balance of the contract price as may be required to complete the
contract or remedy the default and to reimburse the Surety for its outlays shall be paid to the Surety at
the times and in the manner as said sums would have been payable to Principal had there been no default
under the contract. The term "balance of the contract price," as used in this paragraph, shall mean the
total amount payable by Obligee to Principal under the contract and any amendments thereto, less the
amounts heretofore properly paid by Obligee under the contract.

Any suit under this bond must be instituted before the expiration of two years from date on which final
payment under the contract falls due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the
Obligee named herein or the heirs, executors, administrators or successors of the Obligee.

Signed and sealed this 14th day of July 19 75

LAWN AND TURF LANDSCAPING, INC.

By: E. W. Dennis (SEAL)
Principal

AMERICAN STATES INSURANCE COMPANY
Surety

By: Fred L. Tagtmeyer
Fred L. Tagtmeyer Attorney-in-Fact



AMERICAN STATES INSURANCE COMPANY

INDIANAPOLIS, INDIANA

LABOR AND MATERIAL PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS:

That LAWN AND TURF LANDSCAPING, INC., 6136 Winchester Road, Fort Wayne, Indiana 46809
as Principal, hereinafter called Principal, and AMERICAN STATES INSURANCE COMPANY, a corporation of the State
of Indiana, with its home office in the City of Indianapolis, Indiana, U.S.A., as Surety, hereinafter called Surety, are

held and firmly bound unto BOARD OF PUBLIC WORKS, CITY OF FORT WAYNE, #1 Main Street,
Fort Wayne, Indiana 46802

as Oblige, hereinafter called Oblige, for the use and benefit of claimants as hereinbelow defined, in the amount
of Twenty Four Thousand Four Hundred Twenty One and 31/100 Dollars (\$ 24,421.31),
for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors
and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has by written agreement dated _____ entered into a
contract with Oblige for Fine Arts Plaza Construction Resolution 5691

which contract is by reference made a part hereof, and is hereafter referred to as the contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, That if the Principal shall
promptly make payment to all claimants as hereinafter defined, for all labor and material used or reasonably
required for use in the performance of the contract, then this obligation shall be void; otherwise it shall remain
in full force and effect, subject, however, to the following conditions:

- (1) A claimant is defined as one having a direct contract with the Principal for labor, material, or both,
used or reasonably required for use in the performance of the contract, labor and material being con-
strued to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental
of equipment directly applicable to the contract.
- (2) The above-named Principal and Surety hereby jointly and severally agree with the Oblige that every
claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90)
days after the date on which the last of such claimant's work or labor was done or performed, or materials
were furnished by such claimant, may sue on this bond for the use of such claimant in the name of the
Oblige, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and
have execution thereon, provided, however, that the Oblige shall not be liable for the payment of any
costs or expenses of any such suit.
- (3) No suit or action shall be commenced hereunder by any claimant,
 - (a) Unless claimant shall have given written notice to any two of the following: The Principal, the
Oblige, or the Surety above named, within ninety (90) days after such claimant did or performed
the last of the work or labor, or furnished the last of the materials for which said claim is made,
stating with substantial accuracy the amount claimed and the name of the party to whom the
materials were furnished, or for whom the work or labor was done or performed. Such notice shall
be served by mailing the same by registered mail, postage prepaid, in an envelope addressed to the
Principal, Oblige or Surety, at any place where an office is regularly maintained for the transaction
of business, or served in any manner in which legal process may be served in the state in which the
aforesaid project is located, save that such service need not be made by a public officer.
 - (b) After the expiration of one (1) year following the date on which Principal ceased work on said
contract.
 - (c) Other than in a state court of competent jurisdiction in and for the county or other political sub-
division of the state in which the project, or any part thereof, is situated, or in the United States
District Court for the district in which the project, or any part thereof, is situated, and not elsewhere.
- (4) The amount of this bond shall be reduced by and to the extent of any payment or payments made in
good faith hereunder.

Signed and sealed this 14th day of July 1975

LAWN AND TURF LANDSCAPING, INC.

by: Evo Dering (SEAL)
Principal

AMERICAN STATES INSURANCE COMPANY
Surety

By Fred L. Tagtmeier
Attorney-in-Fact

American States Insurance Company
INDIANAPOLIS, INDIANA

KNOW ALL MEN BY THESE PRESENTS, that American States Insurance Company, a Corporation duly organized and existing under the laws of the State of Indiana, and having its principal office in the City of Indianapolis, Indiana, hath made, constituted and appointed, and does by these presents make, constitute and appoint GERALD C. KRAMER, BERNARD M. NIEZER,

LOUIS H. ANDREWS, CURTIS C. HILL, GERALD C. KRAMER, JR., FRED L. TAGTMAYER and

WALTER E. MANSKE-----(Jointly or Severally)-----

of Fort Wayne and State of Indiana
its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, contracts of indemnity and other conditional or obligatory undertakings,

provided, however, that the penal sum of any one such instrument executed hereunder

shall not exceed FIVE HUNDRED THOUSAND AND NO/100---(\$500,000.00) DOLLARS-----

and to bind the Corporation thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the common seal of the Corporation and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. This Power of Attorney is executed and may be revoked pursuant to and by authority granted by Section 7.07 of the By-Laws of the American States Insurance Company, which reads as follows:

"The Chairman of the Board, the President or any Vice-President shall have power, by and with the concurrence with the Secretary or any Assistant Secretary of the Corporation, to appoint Resident Vice-Presidents, Resident Assistant Secretaries and Attorneys-in-Fact as the business of the Corporation may require or to authorize any one of such persons to execute, on behalf of the Corporation, any bonds, recognizances, stipulations and undertakings, whether by way of surety or otherwise"

IN WITNESS WHEREOF, American States Insurance Company has caused these presents to be signed by its Vice-President,

attested by its Assistant Secretary and its corporate seal to be hereto affixed this 3rd day of August

A. D. 19 73

AMERICAN STATES INSURANCE COMPANY

(SEAL)

By William M. Evans
Second Vice-President

ATTEST: W. H. Krasean
Assistant Secretary

STATE OF INDIANA }
COUNTY OF MARION } SS:

On this 3rd day of August, A. D. 19 73, before me personally came

William M. Evans, to me known, who being by me duly sworn, acknowledged the execution of the above instrument and did depose and say: that he is Vice-President of American States Insurance Company; that he knows the seal of said Corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Corporation; and that he signed his name

thereto by like order. And said William M. Evans further said that he is acquainted with W. H. Krasean and knows him to be the Assistant Secretary of said Corporation; and that he executed the above instrument.

January 10, 1977
My Commission Expires

Debra Kay Driscoll
Notary Public

STATE OF INDIANA }
COUNTY OF MARION } SS:

I, Stanley L. Riegel, the Assistant Secretary of AMERICAN STATES INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said AMERICAN STATES INSURANCE COMPANY, which is still in full force and effect.

This Certificate may be signed and sealed by facsimile under and by the authority of the following resolution of the Board of Directors of American States Insurance Company at a meeting duly called and held on the 15th day of December 1972:

"RESOLVED: That the use of a printed facsimile of the corporate seal of the company and of the signature of an Assistant Secretary on any certification of the correctness of a copy of an instrument executed by the President or a Vice-President pursuant to Section 7.07 of the By-Laws appointing and authorizing an Attorney-in-Fact to sign in the name and on behalf of the company surety bonds, underwriting undertakings or other instruments described in said Section 7.07, with like effect as if such seal and such signature had been manually affixed and made, hereby is authorized and approved."

In witness whereof, I have hereunto set my hand and affixed the seal of said Corporation, this 14th

day of July, A. D. 19 75

CA 11 22 1

DIGEST SHEET

J 75-09-05 ✓

TITLE OF ORDINANCE Special Ordinance

DEPARTMENT REQUESTING ORDINANCE Board of Public Works

SYNOPSIS OF ORDINANCE Covers contract with Lawn & Turf in amount of \$24,463.31 for landscaping of the Fine Arts Parking Lot, Resolution 5691-1975.

SEE "PRIOR APPROVAL" AND TABULATION ATTACHED

EFFECT OF PASSAGE Landscaping of parking lot

EFFECT OF NON-PASSAGE SEE "PRIOR APPROVAL"

MONEY INVOLVED (Direct Costs, Expenditures, Savings) \$24,463.31

ASSIGNED TO COMMITTEE *Public Works*